

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 5/19/04

Division: Public Safety

Bulk Item: Yes X No

Department: Solid Waste Management

AGENDA ITEM WORDING: Approval to award bid to and approve a contract with Sweetwater Environmental, Inc. for the transfer, collection, storage, treatment, transportation, and disposal of sludge/septage

ITEM BACKGROUND: Monroe County has provided sludge/septage transfer stations for the convenience of its Citizens since the landfills closed. A recent request for bids/proposals resulted in the submission of bids as outlined on the attached summary sheet. It is believed that the 2,000,001 to 3,000,000 gallon range can be met at the price per gallon of \$0.20.

PREVIOUS RELEVANT BOCC ACTION: Approval of several contracts, renewals, extension, and assignments. Approval, among other items, to prepare and advertise a request for bids/proposals given on 2/18/04.

CONTRACT/AGREEMENT CHANGES: This is a new contract.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$600,000

BUDGETED: Yes X No

COST TO COUNTY: \$600,000

SOURCE OF FUNDS: Sludge/septage tipping fees

REVENUE PRODUCING: Yes No X

AMOUNT PER MONTH YEAR N/A

APPROVED BY: County Atty X/ OMB/Purchasing X/ Risk Management X

ITEM PREPARED BY: Carol A. Cobb 5/14/03
Carol A. Cobb, Sr. Administrator Solid Waste Management

DIVISION DIRECTOR APPROVAL:

James R. "Reggie" Paros 5/19/2004

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:
Revised 1/03

AGENDA ITEM # D4

**ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING OFFICE
TABULATION SHEET**

OPEN DATE: APRIL 28, 2004 AT 11:00 AM

TITLE : REQUEST FOR BIDS OR PROPOSALS FOR THE TRANSFER, COLLECTION, STORAGE, TREATMENT,
TRANSPORTATION, AND DISPOSAL OF SLUDGE/SEPTAGE MONROE COUNTY, FLORIDA
BID-SWD-119-247-0-2004/PUR

RESPONDENT	BID BOND	QUANTITY RANGE IN GALLONS	UNIT PRICE PER GALLON
SWEETWATER ENVIRONMENTAL, INC.	CASHIER CHECK \$150,000.00	01 - 1,000,000	.22 CENTS
		1,000,001 - 2,000,000	.21 CENTS
		2,000,001 - 3,000,000	.20 CENTS
		3,000,001 - 4,000,000	.19 CENTS
		4,000,001 - 5,000,000	.18 CENTS
		GREATER THAN 5,000,001	.17 CENTS
SYNAGRO	YES 5% BID BOND	01 - 1,000,000	N/A
		1,000,001 - 2,000,000	N/A
		2,000,001 - 3,000,000	0.258
		3,000,001 - 4,000,000	0.23
		4,000,001 - 5,000,000	0.22
		GREATER THAN 5,000,001	0.20

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing. Carol Cobb - Solid Waste Mangement

Members of the Public Present: Robert Gurn - Sweet Water and Les Kemp - Synagro.

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor

1 **AGREEMENT FOR THE TRANSFER, COLLECTION, STORAGE, TREATMENT,**
2 **TRANSPORTATION, AND DISPOSAL OF SLUDGE/SEPTAGE GENERATED**
3 **WITHIN MONROE COUNTY**
4

5 THIS CONTRACT, entered into this _____ day of _____, 200_, by and
6 Between the Board of County Commissioners of Monroe County (COUNTY). Florida,
7 and Sweetwater Environmental, Inc. (CONTRACTOR).
8

9 WHEREAS, COUNTY desires to have all sludge and septage generated within Monroe
10 County removed and disposed of outside the boundaries of the COUNTY; and
11

12 WHEREAS, it has been determined that it is in the best interest of the residents of and
13 visitors to the COUNTY that a contract with a private provider of such services be
14 established, NOW THEREFORE
15

16 IN CONSIDERATION OF the mutual promises contained herein, the parties agree as
17 follows:
18

19 I. **TERM OF AGREEMENT:**
20

21 This agreement shall be for a five (5) year period beginning, June 1, 2004 and ending at
22 12:00 midnight on May 31, 2009. The term of this agreement shall be renewable in
23 accordance with Section IV.
24

25 II. **PAYMENT:**
26

27 The COUNTY shall pay the CONTRACTOR on a per month in arrears basis for
28 receiving, transferring, collecting, storing, treating, transporting, and disposing of sludge
29 and septage at the unit price of \$0.20 per gallon. The quantity of sludge and septage
30 handled by the CONTRACTOR each month shall be determined via the COUNTY'S
31 weight scale records for the local haulers who have transported sludge or septage into
32 one of the transfer station locations located on COUNTY property. The CONTRACTOR
33 shall provide a monthly invoice on the 1st day of each month to the Department of Solid
34 Waste Management, and payment shall be made on or about the 1st day of the
35 following month. The CONTRACTOR'S unit price per gallon as set forth herein for the
36 handling, which is inclusive of receiving, transferring, collecting, storing, treating,
37 transporting, and disposing of sludge and septage is based upon an assumed total
38 quantity in the range of 2,000,001 to 3,000,000 gallons of sludge and septage being
39 processed in each contract year. Therefore, in the event the quantity in a range of more
40 than or less than 2,000,001 to 3,000,000 gallons of sludge and septage is handled by
41 the end of any contract year, an adjustment shall be made in the unit price per gallon for
42 the total quantity, to be consistent with the unit price per gallon as originally bid for that
43 specific quantity range on the BIDDER'S MODIFIED BID PROPOSAL FORM. Such
44 adjustment will be made on the CONTRACTOR'S monthly invoice for the twelfth (12th)
45 month of the respective contract year. In the event that funds are partially reduced or
46 cannot be obtained or continued at a level sufficient to allow for the purchase of the
47 services contemplated, then the contract may be terminated immediately at the option
48 of the COUNTY upon written notice of termination being delivered in person or by mail

1 to the CONTRACTOR. The COUNTY will not be obligated to pay for any services
2 provided by the CONTRACTOR after the CONTRACTOR has received written notice of
3 immediate termination.

4
5 Compensation for services agreed to herein *might* be adjusted annually in accordance
6 with the percentage change in the Consumer Price Index for all Urban Consumers (CPI-
7 U) for the most recent 12 months available.

8
9 III. SCOPE OF SERVICES:

10
11 A. The CONTRACTOR shall provide all necessary licenses and permits, labor
12 and staffing, equipment, and supplies and materials necessary to receive
13 sludge and septage from local sludge and septage haulers at the designated
14 collection sites, and to store the sludge and septage until transported out of
15 the COUNTY.

16
17 B. The CONTRACTOR shall provide all necessary licenses and permits, labor
18 and staffing, equipment, and supplies and materials necessary to transport all
19 sludge and septage from local haulers to a Florida Department of
20 Environmental Protection permitted final disposal site outside the COUNTY'S
21 boundaries.

22
23 All transportation activities shall be conducted with properly licensed and
24 insured vehicles and shall be in accordance with all applicable requirements
25 or regulations.

26
27 The CONTRACTOR shall have an emergency spill program, approved by the
28 appropriate regulatory agencies, in place prior to initiating any transportation
29 activities. Documentation of this review shall be available from the
30 CONTRACTOR at the request of the COUNTY.

31
32 Any agreements with regards to sludge and septage disposal with waste
33 water treatment plants, landowners, or regulatory agencies shall be the
34 exclusive responsibility of the CONTRACTOR.

35
36 All necessary permitting, sampling, monitoring, record keeping, and activities
37 related to sludge and septage disposal shall be the exclusive responsibility of
38 the CONTRACTOR.

39
40 C. The COUNTY will provide the CONTRACTOR access to power, water, and
41 sanitary facilities at each of the COUNTY'S landfill/transfer station site.

42
43 D. The CONTRACTOR shall provide proof that the choice of final disposal site is
44 a Florida Department of Environmental Protection permitted facility.

45
46 E. COMPLIANCE WITH LAW: The CONTRACTOR shall promptly observe,
47 comply with and execute the provision of any and all present and future
48 federal, state, and local laws, rules, regulations, requirements, ordinances,

orders, mandatory guidelines, and mandatory directions, which may pertain or apply to the services rendered hereunder.

F. HOURS OF OPERATIONS: At a minimum, the facilities shall be open to the public from 8:00 a.m. to 4:00 p.m., Eastern Time, Monday through Saturday.

Hours of operation may be adjusted only upon mutual written consent of the COUNTY and the CONTRACTOR.

G. The CONTRACTOR shall assume the responsibilities of the sludge and septage generator as required by regulatory agencies and shall comply with all regulatory requirements that accompany this designation.

H. The CONTRACTOR shall, at the end of their contract period, remove all provided materials and equipment from the transfer station sites and shall retain possession of same. All debris in the project area shall be cleaned up and returned to its pre-contract condition.

IV. RENEWAL:

The COUNTY shall have the option to renew this agreement after the first five (5) year period, for one (1) additional five (5) year period. The contract amount agreed to herein *might* be adjusted annually in accordance with the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available.

V. CONTRACTOR'S LICENSE: The CONTRACTOR shall secure, maintain and pay all applicable fees for any permits and licenses necessary to provide services under this agreement. By signature hereon, the CONTRACTOR warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these contract documents. Proof of such licenses and approvals shall be submitted to the COUNTY upon request. The CONTRACTOR has, and shall maintain throughout the term of this contract, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

VI. INDEPENDENT CONTRACTOR

At all times and for all purposes, the CONTRACTOR, its agents and employees are strictly considered to be independent contractors in their performance of the work contemplated hereunder. As such, the CONTRACTOR, its agents and employees shall not be entitled to any of the benefits, rights or privileges of COUNTY employees. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided.

1 VII. STAFFING

2
3 Since this contract is a service agreement, staffing is of paramount importance.
4 CONTRACTOR shall provide services using the following standards, as a minimum
5 requirement:

- 6
7 A. The CONTRACTOR shall provide at its own expense all necessary personnel
8 to provide the services under this contract. The personnel shall not be
9 employees of or have any contractual relationship with the COUNTY.
10
11 B. All personnel engaged in performing services under this contract shall
12 be fully qualified, and, if required, to be authorized or permitted under
13 State and local law to perform such services.
14

15 VIII. HOLD HARMLESS/INSURANCE REQUIREMENTS:

16
17 The CONTRACTOR covenants and agrees to indemnify and hold harmless Monroe
18 County Board of County Commissioners of Monroe County from any and all claims for
19 bodily injury (including death), personal injury, and property damage (including property
20 owned by Monroe County) and any other losses, damages, and expenses (including
21 attorney's fees) which arise out of, in connection with, or by reason of services provided
22 by the CONTRACTOR or any of its subcontractor(s) in any tier, occasioned by the
23 negligence, errors, or other wrongful act of omission of the CONTRACTOR or its
24 subcontractors in any tier, their employees, or agents.
25

26 The extent of liability is in no way limited to, reduced, or lessened by the insurance
27 requirements contained within this agreement.
28

29 Prior to execution of this agreement, the CONTRACTOR shall furnish the Owner
30 Certificates of Insurance indicating the following coverages or in excess thereof, and
31 naming Monroe County Board of County Commissioners as an additional insured on all
32 except Workers Compensation:

- 33 • Workers Compensation in the amount of statutory limits;
34 • Employers Liability with \$1,000,000.00 per person, \$1,000,000.00 per occurrence,
35 \$1,000,000.00 property damage;
36 • General Liability (Premises operations, blanket contractual, expanded definition of
37 property damage, products, and completed operations, personal injury) with
38 \$500,000.00 per Person, \$1,000,000.00 per occurrence, \$100,000.00 property
39 damage, or \$1,000,000.00 combined single limit;
40 • Vehicle Liability with \$500,000.00 per Person, \$1,000,000.00 per occurrence,
41 \$100,000.00 property damage, or \$1,000,000.00 combined single limit;
42 • Pollution Liability with \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
43 • Installation Floater in an amount equal to the maximum value of equipment installed;
44 • Transporter with \$1,000,000.00 (requiring MCS-90).
45
46
47
48

1 IX. NON-DISCRIMINATION:

2
3 The CONTRACTOR shall not discriminate against any person on the basis of race,
4 creed, color, national origin, sex or sexual orientation, gender identity or expression,
5 familial status, age, disability, or any other characteristic or aspect which is not job
6 related when recruiting, hiring, promoting, terminating or any other area affecting
7 employment under this agreement. At all times, the CONTRACTOR shall comply with
8 all applicable laws and regulations with regard to employing the most qualified person(s)
9 for positions under this agreement. Additionally, the CONTRACTOR shall not
10 discriminate against any person on the basis of race, creed, color, national origin, sex or
11 sexual orientation, gender identity or expression, familial status, age, disability, financial
12 status or any other characteristic or aspect in regard to providing services hereunder.
13

14 X. INSPECTION OF BOOKS AND FACILITIES/AUDIT/ACCOUNTING:

15
16 The CONTRACTOR shall maintain the financial records in accordance with generally
17 accepted accounting principles, and allow the COUNTY to inspect its books and records
18 and the facilities at any reasonable time. In addition, the CONTRACTOR shall, at its
19 expense, provide the COUNTY with an annual audit prepared by an independent
20 Certified Public Accountant. CONTRACTOR shall retain all records pertaining to this
21 agreement for a period of five (5) years after term expires.
22

23 XI. PUBLIC RECORDS

24
25 The CONTRACTOR shall comply with the Public Records laws of the State of Florida,
26 subject to any provisions providing exemption from disclosure.
27

28 XII. BREACH OF TERMS BY CONTRACTOR

29
30 The passing, approval, and/or acceptance by the COUNTY of any defect in the services
31 furnished by the CONTRACTOR, shall not operate as a waiver by the COUNTY of strict
32 compliance with the terms of this Contract, and specifications covering the services.
33 COUNTY may immediately terminate the Agreement due to any violations by
34 CONTRACTOR of criminal statutes. Any other CONTRACTOR breach of this
35 agreement shall be governed by the article above on termination for cause.
36

37 The CONTRACTOR agrees that County representatives may visit the facilities
38 periodically to inspect CONTRACTOR'S maintenance of the premises. The
39 CONTRACTOR agrees that County representatives may visit the facilities
40 periodically to conduct random open file evaluations during the CONTRACTOR'S
41 normal business hours.
42

43 XIII. TERMINATION WITHOUT CAUSE:

44
45 The COUNTY or CONTRACTOR may terminate this agreement without cause by
46 providing the other party with written notice of termination at least one hundred eighty
47 (180) days prior to the date of termination.
48

1
2
3 XIV. TERMINATION WITH CAUSE:
4

5 The COUNTY may terminate this agreement for cause if the CONTRACTOR shall
6 default in the performance of any of its obligations under this agreement, and same is
7 not corrected to the satisfaction of the COUNTY within fifteen (15) days after the
8 COUNTY provides the CONTRACTOR with written notice of said default.
9

10 In the event that funds are partially reduced or cannot be obtained or continued at a
11 level sufficient to allow for the purchase of the services contemplated, then the contract
12 may be terminated immediately at the option of the COUNTY upon written notice of
13 termination being delivered in person or by mail to the CONTRACTOR. The COUNTY
14 will not be obligated to pay for any services provided by the CONTRACTOR after the
15 CONTRACTOR has received written notice of immediate termination.
16

17 XV. ASSIGNMENT:
18

19 The CONTRACTOR shall not assign or subcontract its obligations under this
20 agreement, except in writing and with the prior written approval of the Board of County
21 Commissioners of Monroe County. This paragraph shall be incorporated by reference
22 into any assignment or subcontract and any assignee or subcontractor shall comply with
23 all of the provisions of this agreement. Unless expressly provided for therein, such
24 approval shall in no manner or event be deemed to impose any additional obligation
25 upon the board.
26

27 XXVI. COMPLIANCE WITH LAW
28

29 In providing all services/goods pursuant to this agreement, the CONTRACTOR shall
30 abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the
31 provisions of, such services, including those now in effect and hereinafter adopted. Any
32 violation of said statutes, ordinances, rules and regulations shall constitute a material
33 breach of this agreement and shall entitle the Board to terminate this contract
34 immediately upon delivery of written notice of termination to the CONTRACTOR. The
35 CONTRACTOR shall possess proper licenses to perform work in accordance with these
36 specifications throughout the term of this contract.
37

38 XVII. DISCLOSURE AND CONFLICT OF INTEREST
39

- 40 A. The CONTRACTOR represents that it, its directors, principles and employees,
41 presently have no interest and shall acquire no interest, either direct or indirect,
42 which would conflict in any manner with the performance of services required by
43 this contract, as provided in Sect. 112.311, et. seq., Florida Statutes.
44
45 B. Upon execution of this contract, and thereafter as changes may require, the
46 CONTRACTOR shall notify the COUNTY of any financial interest it may have in
47 any and all programs in Monroe County which the CONTRACTOR sponsors,
48 endorses, recommends, supervises, or requires for counseling, assistance,

1 evaluation, or treatment. This provision shall apply whether or not such
2 program is required by statute, as a condition of probation, or is provided on a
3 voluntary basis.
4

5 XVIII. FINANCIAL RESPONSIBILITY
6

7 The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of
8 payment or surety for any contract, debt, obligation, judgment, lien, or any form of
9 indebtedness. The CONTRACTOR further warrants and represents that it has no
10 obligation or indebtedness that would impair its ability to fulfill the terms of this contract.
11

12 XIX. NOTICE REQUIREMENT
13

14 Any notice required or permitted under this agreement shall be in writing and hand
15 delivered or mailed, postage prepaid, to the other party by certified mail, return receipt
16 requested, to the following:
17

18
19 FOR COUNTY:
20

21 James R. "Reggie" Paros, Director
22 Monroe County Public Safety Division
23 Marathon Airport
24 9400 Overseas Highway, Suite 200
25 Marathon, FL 33050
26

27 FOR CONTRACTOR:
28

29 James A. Jalovec, President
30 Sweetwater Environmental, Inc.
31 P. O. Box 370170
32 Milwaukee, WI 53237-1270
33
34

35 XX. TAXES
36

37 The COUNTY is exempt from payment of Florida State Sales and Use taxes. The
38 CONTRACTOR shall not be exempted by virtue of the COUNTY'S exemption from
39 paying sales tax to its suppliers for materials used to fulfill its obligations under this
40 contract, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption
41 Number in securing such materials. The CONTRACTOR shall be responsible for any
42 and all taxes, or payments of withholding, related to services rendered under this
43 agreement.
44

45 XXI. GOVERNING LAWS
46

47 This Agreement is governed by the laws of the State of Florida. Venue for any litigation
48 arising under this Agreement must be in Monroe County, Florida. In the event of any

1 litigation, the prevailing party is entitled to attorney's fees and costs. The parties
2 waive their rights to trial by jury.

3
4 **XXII. PUBLIC ENTITY CRIME STATEMENT:**

5
6 A person or affiliate who has been placed on the convicted vendor list following a
7 conviction for public entity crime may not submit a bid on a contract to provide goods or
8 services to a public entity, may not submit a bid on a contract with a public entity for
9 construction or repair of a public building or public work, may not submit bids on leases
10 of real property to public entity, may not be awarded or perform work as a
11 CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public
12 entity, and may not transact business with any public entity in excess of the threshold
13 amount provided in Section 287.017, F.S. for CATEGORY TWO for a period of 36
14 months from the date of being placed on the convicted vendor list.

15
16 **XXIII. AUTHORIZED SIGNATORY:**

17
18 The signatory for the CONTRACTOR, below, certifies and warrants that:

- 19
20 (a) The CONTRACTOR'S name in this agreement is its full name as designated in
21 its corporate charter.
22
23 (b) He or she is empowered to act and contract for CONTRACTOR.
24
25 (c) This agreement has been approved by the CONTRACTOR'S Board of Directors.
26

27 Further, CONTRACTOR shall, upon execution of this agreement, provide proof of
28 incorporation and a list of its Board of Directors.
29

30 **XXIV. ENTIRE AGREEMENT:**

31
32 This agreement constitutes the entire agreement between the COUNTY and the
33 CONTRACTOR for the services contemplated herein. Any amendments or revisions to
34 this agreement must be in writing and be executed in the same manner as this
35 agreement.
36
37
38
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1 IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day
2 and date first written above in four (4) counterparts, each of which shall, without proof or
3 accounting for the other counterparts, be deemed an original contract.
4

5
6 (SEAL)

7
8
9 Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

10
11 By: _____
12 Deputy Clerk

By: _____
Mayor/Chairman

13
14
15 (SEAL)

16
17
18 Attest:

CONTRACTOR

19 By: _____
20 WITNESS

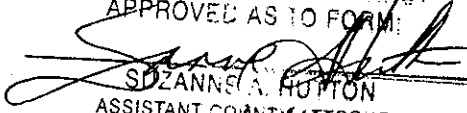
By: _____

21 Title: _____

Title: _____

22
23
24 By: _____
25 WITNESS

26 Title: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 3/4/04

NON-COLLUSION AFFIDAVIT

I, JAMES A. TALOVEC of the city of MUSKEGO WISCONSIN according to law on my oath, and under penalty of perjury, depose and say that:

1. I am PRESIDENT of the firm of SWEETWATER ENVIRONMENTAL INC the bidder making the Proposal for the project described in the Notice for Calling for Bids for:

MONROE COUNTY

2. I executed the said proposal with full authority to do so.
3. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
4. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor.
5. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition.
6. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

[Signature]
(Signature of Bidder)

4-24-04
(Date)

STATE OF:
COUNTY OF:

Wisconsin
Milwaukee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, JAMES A. TALOVEC who, () providing _____ proof of identity, or ☒ being personally known to me, and having been first sworn by me, affixed his/her signature in the space provided above on this 24th day of April 2004

Pauline Soto
NOTARY PUBLIC

My Commission Expires: October 16, 2005

**SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

Sweetwater Environmental warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former COUNTY officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former COUNTY officer or employee.

[Signature]
(Signature)
4-24-04
(Date)

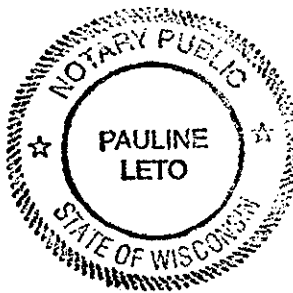
STATE OF Wisconsin
COUNTY OF Milwaukee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
JAMES AJALOVER who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 24th day of April, 2004.

Pauline Leto
NOTARY PUBLIC

My commission expires: October 16, 2005

OMB - MCP FORM #4



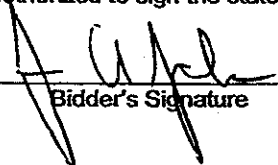
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

SWEET WATER ENVIRONMENTAL, INC.
(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

4-24-04
Date